SECTION 2 SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of fifteen (15) Hybrid mid-size sedans for the Miami-Dade Transit (MDT) Department.

BID NO.: 9493-0/12

2.2 <u>DISADVANTAGED BUSINESS ENTERPRISE</u> (49 CFR Part 26)

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. The requirements of clause subsection b below flow down to subcontracts.

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 20%. There is no numerical DBE goal for this contract.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County.
- e. The contractor must promptly notify the County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

2.3 PRE-BID CONFERENCE

Intentionally Omitted

SECTION 2 SPECIAL CONDITIONS

2.4 TERM OF CONTRACT

This contract shall commence upon the date of the purchase order and shall remain in effect for one (1) year until the model year of the vehicles awarded under this solicitation is no longer available from the successful bidder, or until such time as the item(s) purchased in conjunction with this Invitation to Bid are delivered and accepted by the County's authorized representative, whichever period is longer, and upon completion of the expressed and/or implied warranty periods.

BID NO.: 9493-0/12

2.5 OPTION TO RENEW

Intentionally Omitted

2.6 <u>METHOD OF AWARD: TO A SINGLE VENDOR BASED ON TOTAL PRACTICAL LIFE CYCLE COST</u>

Award of this contract will be made to the responsive and responsible vendor whose offer represents the lowest Practical Life Cycle Cost (PLCC) to the County for the item listed in this solicitation. The PLCC price is for evaluation purposes only.

The PLCC will be determined by adding the unit price of the vehicle and the expected cost of fuel to operate the vehicle 100,000 miles. The expected cost of fuel will be computed using the U.S. Environmental Protection Agency (EPA) City and EPA Highway miles per gallon (MPG) rating for the vehicle and an expected City use of 65% and Highway use of 35% over 100,000 miles at \$4.00 per gallon for fuel. See examples below:

Bidder#1		1			
	Α	В	С	D	E
	Total Miles	\$ per Gal	EPA - MPG	Gallons used (A/C)	Fuel Cost (D x B)
City	65,000	\$4.00	40	1,625	\$6,500
Highway	35,000	\$4.00	50	700	\$2,800
				Est Cost of Fuel:	\$9,300
	Unit Pric	e as submit	ted by the bio	dder in Section 4:	\$25,000
				Total PLCC:	\$34,300

Bidder#2	!			100 pt 10	
	Α	В	С	D	E
	Total Miles	\$ per Gal	EPA - MPG	Gallons used (A/C)	Fuel Cost (D x B)
City	65,000	\$4.00	50	1,300	\$5,200
Highway	35,000	\$4.00	60	583	\$2,333
				Est Cost of Fuel:	\$7,533
	Unit Pric	e as submit	ted by the bio	der in Section 4:	\$26,000
				Total PLCC:	\$33,533



DATE:

April 28, 2011

TO:

Ysela Llort

Assistant County Manager

THRU:

Cathy Lewis, Chief

Office of Civil Rights and Labor Relations

FROM:

Martha L. Cox, SPAI

Office of Civil Rights and Labor Relations

SUBJECT:

DBE Goal Recommendation For: Hybrid Vehicles, Mid-Size Sedans

Miami-Dade Transit is preparing an Invitation to Bid for purchasing Hybrid Vehicles, Mid-Size Sedans. The project shall be funded in whole or in part with federal assistance. The estimated cost for this project is \$400,000.00.

The scope of this Invitation to Bid consists of the procurement of Mid-Size Sedans. The model year is 2011 or newer vehicles gasoline/electric 4-door sedans. All vehicles shall be furnished with the manufacturer's standard automatic transmission, air-conditioning, all wheel Anti-lock braking system brakes, factory tinted glass, AM/FM radio, power steering, maximum capacity cooling system and out side mirrors. Accordingly and based on the foregoing, we do not recommend a numerical race-conscious contract goal for this project.

This office further recognizes that this is a business opportunity for the DBE community, and recommends that the purchasing agent makes use of the certified DBE vendors listed in the Unified Certification Program (UCP) website www3.dot.state.fl.us/EqualOpportunityOffice/biznet that are by reason of their certification ready, willing and able to provide the services requested on each item in the scope of work. This is an excellent opportunity for any of the listed firms to compete for this purchase. Accordingly, we recommend a race-neutral goal for this project.

Should you have any questions, please do not hesitate to contact me at 786 469 5482

Approval:

Ysela Llort, Assistant County Manager

Conformed copies to:

Penelope Townsley, SBD Director

Jesus Lee, DPM

Fred Shields, MDT

Angel Castro, MDT

File

MIAMI-DADE COUNTY

HYBRID VEHICLES, MID-SIZE SEDANS

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

& EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS FOR PURCHASES OVER \$2500 AND SERVICES OTHER THAN PROFESSIONAL

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I. GENERAL PROVISIONS

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall DBE goal for fiscal year 2009-2010 is 21.4%. A separate contract goal has NOT been established for this project.

- II. DEFINITIONS. All definitions in 49 CRF § 26 apply to these provisions. The following additional definitions are provided:
- a. Affirmative Action Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.

Project Name: Project Number: MLC (Revised 01-10-11)

- b. Contracting Officer The Director of the Miami-Dade Transit or his/her designee.
- c. Disadvantaged Business Enterprise or DBE A "for-profit" small business concern that has been certified by a certifying member of the Florida Uniform Certification Program in accordance with 49 CFR § 26.5.
- d. Goal A percentage of the total contract price that is to be expended with certified DBE.
- e. Proposer- Also consultant- Any person or entity submitting an offer on or is awarded this solicitation.
- f. Race-neutral- A measure used to assist all small businesses, including female owned.
- g. Successful proposer the proposer to which the Contract is awarded.

III. ANTI-DISCRIMINATION

The consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy the County deems appropriate. Each subcontract the consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR§26.13(b)).

Disability Nondiscrimination.

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301. [d].)

1. "In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Also, in accord with section 102(a) as amended, FR 28 CFR Part 35 and 36, section 202, as amended, 29 U.S.C. 794d, and section 228(a)(1), FR 49 CFR, Parts 27, 37, and 38, the Contractor agrees that it will comply with the requirements of the Americans with Disabilities Act Rules and Regulations prohibiting discrimination based on disability: "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." Additionally, the contractor agrees to comply with requirements pertaining to existing facilities used in the provision of designated public transportation services: "it shall be considered discrimination, for purposes of section 202 of this Act and section # 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), for a public entity to fail to operate a designated public transportation program or activity conducted in such facilities so that, when viewed in the entirety, the program or activity is readily accessible to and usable by individuals with disabilities. Furthermore, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue."

IV. REPORTS AND FORMS

- a. All proposers, as a condition of bidding on this project, must submit with its bid or proposal a completed Primes and Subconsultants Information Form, for itself and for each of its subconsultants. Failure to submit such completed Primes and Subconsultants Information Form may deem the proposer's proposal non-responsive. If such proposer is found non-responsive, such proposer shall be disqualified from participating in this project.
- b. Although no race-conscious measure applies to this procurement, should the successful proposer retain the services of DBE firms on this project through race-neutral mean, the selected proposer shall submit monthly the Subcontractor Monthly Report, reflecting such participation. The Proposer shall not terminate for convenience, and the Proposer shall obtain written authorization from the County prior to terminating a DBE.
- c. The consultant must promptly notify the County, whenever a DBE subconsultant performing work on this project is terminated or fails to complete its work. The consultant then shall be required to make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without first obtaining prior written consent from the Contracting Officer.

V. COLLUSION AND FALSE STATEMENTS PROHIBITED

Any agreements between a proposer and a DBE, in which the DBE Contractor promises not to provide subcontracting quotations to other proposers, are prohibited. Any uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or other circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of the DBE program, may be subject to debarrement proceedings under 49 CFR part 29; Program Fraud and Civil Remedies under 49 CFR part 31; and prosecution under 18 U.S.C. 1001, by the Department of Justice.

VI. COMPETITION REQUIRED

a. Where there are subcontracting opportunities, the Proposer shall afford DBE firms the maximum practicable opportunity to participate on the project. The Proposer shall select DBE subcontractors, including DBE suppliers, on a competitive basis to the maximum practical extent, consistent with the objectives and requirements of the contract and 49 CFR part 26. The Proposer is prohibited from requiring unnecessary experience; excessive bonding and qualification.

VII. PROMPT PAYMENTS AND RETAINAGE

Pursuant to 49 CFR part 26.29 and 26.37, prime consultants shall pay subconsultants, including DBE'S, for satisfactory performance of their contracts no later than 30 calendar days after the date on which the payment request or a proper invoice is stamped received. Further, the prime consultant will return retainage payments to the subconsultant, including DBE firms, within 30 days of the subconsultant's satisfactory completion of work.

- (1) The following correct information constitutes a proper invoice and is required as payment documentation:
- a. Name of Subconsultant;
- b. Invoice date;

- c. Invoicing period;
- d. MDT Contract number;
- e. Subconsultant's invoice number; account number; and/or any other identifying number agreed by contract;
- f. Description and nature of work completed;
- g. Taxpayer Identification Number (TIN);
- h. Bank Information; and/or EFT and Financial EDI Statements
- i. Contact person's name, title and Telephone Number.
- j. Other substantiating documentation, information required by contract.
- (2) An invoice shall be deemed to be received on the receipt date stamped on the invoice by the consultant. If the consultant fails to annotate the invoice with a date of receipt, the date placed on the invoice by the subconsultant shall control.
- (3) The Prime Consultant shall make timely payment on a payment request or invoice without regard as to whether MDT has tendered payment and/or reimbursement to the Prime consultant.
- (4) The prime consultant will not be reimbursed for work performed by subconsultants unless and until the prime consultant ensures that the subconsultants are promptly paid for the work they have performed, and upon which a payment request or proper invoice was submitted and received. Nothing herein shall prohibit a prime consultant or subconsultant from disputing, pursuant to the terms of the contract, all or any portion of a payment alleged to be due to another party.
- (5) In the event of a payment dispute, the consultant and subconsultant may withhold the disputed portion of any such payment, if the consultant, or subconsultant notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The undisputed portion shall be paid timely.
- (6) The Prime and subconsultants will use appropriate alternative dispute resolution mechanisms to resolve payments disputes, including but not limited to mediation, arbitration and/or an MDT's Ombudsperson.
- (7) In cases of disputes, proceedings to resolve the dispute shall be commenced not later than 20 days after the date on which the payment request or proper invoice was received by the consultant and shall be concluded by final decision not later than 30 days after the date on which the payment request or proper invoice was received by the consultant. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the Prime Consultant, then interest charges shall begin to accrue 15 days after the final decision. If the dispute is resolved in favor of the subconsultant, then interest shall begin to accrue as of the original date the payment became due.
- (8) The prime consultant may reject a payment request or invoice within 10 business days after the date on which the payment request or invoice is stamped as received. The rejection must be written and must specify the

deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.

- (9) If a payment request or an invoice is rejected under subsection (9) and the subconsultant submits a corrected payment request or invoice which corrects the deficiency specified in writing by the prime, the corrected payment request or invoice must be paid or rejected on the later of Ten (10) business days after the date the corrected payment request or invoice was stamped as received.
- (10) All payments due under this section and not made within the period specified by this section shall bear interest at the rate of 1.5% per month, or the rate specified by contract whichever is greater.
- (11) Late payment interest penalties shall be paid without regard to whether the subconsultant has requested payment of such penalty, and shall be accompanied by a notice stating the amount of the interest penalty, the number of day late and the rate used. Interest payment of less than one dollar need not be paid. In the event of a dispute, interest penalties under this clause will not continue to accrue.
- (12) The Prime and subconsultant in their business judgment and of their own volition may negotiate reasonable cash discounts, or any other means of payment reduction for early payments, if the parties can agree to mutually advantageous terms.
- (13) A provision in an agreement between a subconsultant and a consultant is void and unenforceable to the extent that it purports to waive or preclude the rights, remedies, or requirements set forth in this subsection; or that it purports to limit it or preclude any liability of the prime consultant to the subconsultant or of the subconsultant to the consultant, arising under this subsection.

The Consultant may NOT hold retainage from its subconsultants and is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed or within 30 days after incremental acceptance of the subconsultant's work by the County and consultant's receipt of the partial retainage payment related to the subconsultant's work, whichever comes first.

VIII. DEPARTMENT OF LABOR PROVISIONS

- 1. Overtime requirements No consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages In the event of any violation of the clause set forth in paragraph (1) of this section the consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Non-Construction Contracts

The requirements of the clauses contained in 29 C.F.R. 5.5 (b) or paragraphs (10) through (13) of Section 112.a. of Part II Terms and Conditions (Master Agreement) of the Federal Transit Administration agreement, are applicable in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. 5.1. The consultant or subconsultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the consultant or subconsultant for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the consultant or subconsultant will permit such representatives to interview employees during working hours on the job.

5. Subcontracts

The consultant or subconsultant shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (12) of this paragraph and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth on subparagraphs (1) through (12) of this paragraph.

IX. TITLE VI COMPLIANCE (CIVIL RIGHTS ACT OF 1964)

During the performance of this contract, the contractor itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami-Dade County or the Federal Transit Administration

- (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami-Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami-Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraph III.B.4.a. through III.B.4.f of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami-Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami-Dade County to enter into such litigation to protect the interests of Miami-Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

X. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Equal Employment Opportunity

In connection with the execution of this contract, the consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by The County setting forth the provisions of this Equal Opportunity clause.

B. Discrimination Prohibited

The Consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy as The County deems appropriate. (49 CFR Part 26.13(b))

C. Nondiscrimination (General)

The proposer will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor, Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Miami-Dade County which prohibit discrimination because of race, color, religion, ancestry, sex, pregnancy, national origin, age, handicap, marital status or familial status of any individual.

Project Name: Project Number: MLC (Revised 01-10-11) (

Note: FTA directs the County, and the County requires each consultant or subconsultant to include the above paragraphs, A through C in each of its contracts.

XI. CONTINUED COMPLIANCE

MDC shall monitor the compliance of the contractor with the requirements of this Provision during the course of the work to be performed under the Contract. The Compliance Monitor may require the proposer to produce such additional information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever other sources he deems appropriate to ensure such compliance. Therefore, the contractor shall permit MDC and DOT to have access to the job site and to necessary records, and to examine such information as appropriate for the purpose of investigating and determining compliance with this Provision, including, but not limited to, manning tables, records of expenditures, change orders, observations at the job site, and contracts between the contractor and other parties entered into during the life of the Contract.

XII. SANCTIONS FOR VIOLATIONS

If at any time MDC has reason to believe that the contractor is in violation of its obligations under this Provision, or has otherwise failed to comply with this Provision, MDC may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the contractor. Such sanctions may include, but are not limited to, one or more of the following:

- a. The suspension of any payment or part thereof due the contractor until such time as the issues concerning the contractor's compliance are resolved;
- b. The termination or cancellation of the Contract in whole or in part unless the contractor is able to demonstrate within a reasonable time its compliance with the terms of this Provision; and
- c. The denial to the contractor of the right to participate in any further contracts awarded by MDC for a period of not longer than three (3) years. No such sanction shall be imposed by MDC upon the contractor except pursuant to a hearing conducted by the Contracting Officer.

--END---

APPENDIX OF FORMS PRIMES AND SUBCONSULTANTS INFORMATION FORM SUBCONSULTANTS MONTHLY PROGRESS REPORT (If applicable)

Project Name: Project Number: MLC (Revised 01-10-11) MIAMI-DADE COUNTY

MIAMI-DADE TRANSIT

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES

(Name of Project)

(Contract Number)

CERTIFICATION OF ASSURANCE FORM

The undersigned hereby gives assurance to Miami-Dade County of having identified certified Disadvantaged Business Enterprise firm(s) to achieve the Stated Goal, as follows:

 Procurement Services (Purchase of materials, supplies, equipment, et 	c.) percent
2. Other	percent
Authorized Signature	Name
Title	Date

DBE CONTRACTOR IDENTIFICATION STATEMENT

Year business establishe	d					
Address and telephone r	number					
l) DBE Type: Women					her (specify)	
ll DBEs must show owners	ship percenta	ge by gen	nder Male	%	Femal	e%
Name of principal officer	r					
) Principal type of work						
) Name of persons involve						
NAME		RACE		SEX	POSITION/TI	TLE
Α			_	·		
В.	WHILE A COLUMN TO THE COLUMN T					
C				·		
D	···				****	
E						
additional space is needed						
For a Corporation or Profe ck or five percent or more ME				se who o		
			PERCENTAGE	OWNE	- · ·	OTING ERCENTAGE
						P-14.

DBE CONTRACTOR IDENTIFICATION STATEMENT

MDT DBE Participation Program

9) For a Proprietorship, indicate the DBE sta	tus and gender of the pr	oprietor:
Black Male Black Female	Hispanic Male	Hispanic Female
Other Male (Specify)	Other Female (Spe	ecify)
10) Does the firm have an 8(a) Certification Small Business Act as amended (15 U.S.C. 6		ness Administration under Section 8(a) of the
NO, Certified as an 8	(a) Contractor (date)	
11) Date certified as a DBE	Cert. No	Expires
12) The undersigned agrees to provide othe to do so by MDC or its representative.	r relevant information co	oncerning ownership and control if requested
Signature of Official of DBE Company	Title o	f Official
Date		

PRIME AND SUBCONTRACTORS INFORMATION FORM

INSTRUCTIONS: To be completed by the prime and by all subcontractors that submitted a bid on the project. Bid Description: ______ Bid No. _____ Percentage of DBE Goal ______% **BIDDER INFORMATION** Firm Name ______ F.E.I.N.* Street _____Suite No. City _____ State ____ Zip Code ____ Prime Bidder? Yes _____ No ____ If No, enter name of Prime ____ Year Founded_____ Annual Gross Receipts: Under \$500k____ Over \$500k____ Phone No. _____ FAX No. ____ Email ____ **SPECIALTY** USE APPROPRIATE TWO-DIGITS SBA STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC): Construction: Building--SIC 15 ___ Heavy--SIC 16 ___ Specialty Trades--SIC 87 ___ Professional Services (Architectural, Engineering, Accounting, etc.) SIC 87 Goods, Equipment and Non-professional Services MIAMI-DADE COUNTY CERTIFIED DBE: Certificate Anniversary Date: ____/____ Ethnicity _____ Gender _____ **AFFIDAVIT** I certify that I am an authorized representative of above named firm. Signature Name Title Date For MDC Use Only: Was the subject bid awarded to this bidder? Yes No.

MIAMI-DADE COUNTY

DBE AFFIDAVIT OF NO CHANGE

l,	$_{}$, swear ¹ (or affirm) that there have been
no changes in (name of firm)	
circumstances affecting its ability to meet the control requirements of 49 CFR Part 26 and have been no material changes in the firm)	13 CFR Part 121. I swear (or affirm) there information provided with (name of application for certification, except
I swear that I am socially disadvantaged be ethnic prejudice or cultural bias, or have suff of my identity as a member of one or more without regard to my individual qualities. I fu worth does not exceed \$750,000.00, and that my ability to compete in the free enterprise sy capital and credit opportunities as compared business who are not socially and economical	of the groups identified in 49 CFR § 26.5, or ther swear (or affirm) that my personal net t I am economically disadvantaged because ystem has been impaired due to diminished d to others in the same or similar line of
the Small Business Administration (SBA) bu receipts cap of 49 CFR Par	_
SBA rules) over the previous three fiscal years size and gross receipts documentation to Miami-Dade County's request.	do not exceed \$16.6 million. I will provide
Signature Date	
On this day of, (name), to me	2004, before me appeared
did execute the foregoing affidavit and did st	ate that he or she was properly authorized
by (name of firm), to ex	ecute the affidavit and did so as his or her
free act and deed.	
(SEAL/STAMP)	
Notary Public Commission E	xpires

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

SCHEDULE FOR PARTICIPATION

Instructions for Contractors: List yo	ur DBE firms and sign.	
DBE FIRM (1): Name		
Type of Work to Be Performed:		
Percentage and Dollar Amount of To	otal Bid Committed:% \$	
DBE Firm (2):	Proposed Completion Da	
Percentage and Dollar Amount of To	tal Bid Committed:% \$	
DBE Firm (3):	Proposed Completion Da	
Type of Work to Be Performed:		···
Percentage and Dollar Amount of To	tal Bid Committed:% \$	
DBE Firm (4):	Proposed Completion Da	
Percentage and Dollar Amount of To	tal Bid Committed:% \$	
Proposed Commencement Date:	Proposed Completion Da	te:
above firms to do the work listed abounder said project, and agrees to ma subcontracts. The undersigned also categories in which they are being pr	of the United States, the undersigned cer ove on project ke the DBE & EEO Requirements of said p certifies that the DBE listed on this Scheo coposed to perform and that the Contract emain compliant with 49 CFR part 26, spe	, as part of it obligations project part of any tier of its dule are certified in the work or has included language in its
Authorized Signature	Print Name and Title	Date
Name of Contractor		

LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

To:		and Miami-Dade County
(Name of Prime Contrac	tor)	
From:		
(Name of DBE Firm)		
described goods, in connection wit certifies that, upon the execution o contract to any firm, at any tier, w Prime Contractor; it further certifies	th the following proje f a contract with the ithout obtaining prio es that it has receive	lowing described services and/or supply the following ect/contract for a total dollar amount of \$ and Prime Contractor, it will not subcontract any part of such written consent from Miami-Dade County, through the d from Prime Contractor a true copy of the Affirmative quirements and wage determinations, if applicable.
perform the specific types of work lithe undersigned is compliant with	isted below. The und all the requirement the undersigned ha	advantage Business Enterprise certification was issued to ersigned further certifies that as of the date of this letter, s of 49 CFR part 26, specifically Subpart 26.83(j). The s submitted an Affidavit of Continuing Eligibility to its
Prime Contractor	Р	oject Name
DBE ASSIGNMENTS:		
Item No. Work to be perform	ned	Dollar Amount Per Bid Form
***************************************		\$
		\$\$ \$\$
Item/Supply Description	Quantity	Dollar Amount
Management of the second of th		
		Title
Authorized Signature		
Print Name	Date	



MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

SUBCONTRACTORS MONTHLY PROGRESS REPORT

Report Period:	CONTRACT NUMBER CONTRACTOR NAME DBE GOAL CONTRACTOR NAME DBE GOAL	CT NUMI	BER	CONTRACT NUMBER	CONTRACT AMOUNT \$		
DBE FIRMS		SEX	ETHNIC	TYPE OF WORK/SERVICE	MONTHLY PAYMENT	PAYMENT TO DATE	CONTRACT AMOUNT
PAYMENTS TO NON-DBES	I-DBES			TYPE OF SERVICE		AMOUNT	

I certify that the above information is true and accurate to the best of my knowledge and understand that if I misrepresent or falsify such information, I may be subject to civil and or criminal prosecution under Title 18 United State Code Section 1001.

Print Name and Title

Date

Signature	
zed Sign	
Authorized	